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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12
13 VAXCEL INTERNATIONAL CO.,
14 LTD,

15 Plaintiff,

16 v.

17 MINKA LIGHTING, INC.,

18 Defendant.
19
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C.A. Nos. 5:18-cv-01484-GW (SHKx)
5:18-cv-02549-GW (SHKx)

Consolidated

**STIPULATED PROTECTIVE
ORDER**

21
22 1. A. PURPOSES AND LIMITATIONS

23 Discovery in this Action is likely to involve production of confidential,
24 proprietary, or private information for which special protection from public
25 disclosure and from use for any purpose other than prosecuting this litigation may
26 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
27 enter the following Stipulated Protective Order. The parties acknowledge that this
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Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79–5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This Action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this Action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, and technical documentation, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as

confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1. Action: consolidated actions identified by the following United States District Court case numbers: 5:18-cv-01484-GW(SHKx) and 5:18-cv-02549-GW(SHKx).

2.2. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery requests as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

2.6. Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who (1) has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this Action, (2) is not a past or current employee of a Party or of a Party’s competitor, and (3) at the time of

1 retention, is not anticipated to become an employee of a Party or of a Party's
2 competitor.

3 2.8. "HIGHLY CONFIDENTIAL Information or Items": extremely
4 sensitive "Confidential Information or Items," disclosure of which to another Party
5 or Non-Party would create a substantial risk of serious harm that could not be
6 avoided by less restrictive means.

7 2.9. House Counsel: attorneys who are employees of a party to this Action.
8 House Counsel does not include Outside Counsel of Record or any other outside
9 counsel.

10 2.10. Minka Company Designee: Tim Flannery for Minka Lighting, Inc.,
11 and resides in 1151 West Bradford Court, Corona, CA 92882, who is the sole
12 Minka employee who can review Vaxcel's Highly Confidential Information.

13 2.11. Non-Party: any natural person, partnership, corporation, association,
14 or other legal entity not named as a Party to this Action.

15 2.12. Outside Counsel of Record: attorneys who are not employees of a
16 party to this Action but are retained to represent or advise a party to this Action
17 and have appeared in this Action on behalf of that party or are affiliated with a law
18 firm which has appeared on behalf of that party; as well as staff of such counsel to
19 whom it is reasonably necessary to disclose or allow access to Protected Material
20 for this litigation.

21 2.13. Party: any party to this Action, including all of its officers, directors,
22 or employees.

23 2.14. Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.15. Professional Vendors: persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
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demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.16. Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL.”

2.17. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.18. Vaxcel Company Designee: Richard Chen as Executive Vice President of Sales for Vaxcel International LTD, and resides in Naples, Florida who is the sole Vaxcel employee who can review Minka’s Highly Confidential Information.

3. SCOPE

3.1. The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

3.2. This Order is without prejudice to the right of any Party to seek further or additional protection of any Discovery Material or to modify this Order in any way, including, without limitation, an order that certain matter not be produced at all.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

5. DESIGNATING PROTECTED MATERIAL

5.1. Exercise of Restraint and Care in Designating Material for Protection.
Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all or do not qualify for

1 the level of protection initially asserted, that Designating Party must promptly
2 notify all other Parties that it is withdrawing the mistaken designation.

3 5.2. Manner and Timing of Designations. Except as otherwise provided in
4 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
5 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
6 under this Order must be clearly so designated before the material is disclosed or
7 produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
12 “HIGHLY CONFIDENTIAL” to each page that contains Protected Material. If
13 only a portion or portions of the material on a page qualifies for protection, the
14 Producing Party may also clearly identify the protection portion(s) (e.g., by making
15 appropriate markings in the margins).

16 A Party or Non-Party that makes original documents available for
17 inspection by Outside Counsel of Record need not designate them for protection
18 until after the inspecting Party has indicated which documents it would like copied
19 and produced. During the inspection and before the designation, all of the material
20 made available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY
21 CONFIDENTIAL.” After the inspecting Party has identified the documents it
22 wants copied and produced, the Producing Party must determine which documents,
23 or portions thereof, qualify for protection under this Order. Then, before
24 producing the specified documents, the Producing Party must affix the
25 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend”, as
26 appropriate,” to each page that contains Protected Material. If only a portion or
27 portions of the material on a page qualifies for protection, the Producing Party
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1 must also clearly identify the protected portion(s) (e.g., by making appropriate
2 markings in the margins).

3 (b) for testimony given in deposition, that the Designating Party either (1)
4 identify the Disclosure or Discovery Material on the record, before the close of the
5 deposition all protected testimony or (2) identify, in writing, within 14 days of
6 receipt of the final transcript, that the transcript shall be treated as
7 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL.”

8 The use of a document as an exhibit at a deposition shall not in any way
9 affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

10 Transcripts containing Protected Material shall have an obvious legend on
11 the title page that the transcript contains Protected Material, and the title page shall
12 be followed by a list of all pages that have been designated as Protected Material
13 and the level of protection being asserted by the Designating Party. The
14 Designating Party shall inform the court reporter of these requirements. Any
15 transcript that was not designated on the record pursuant to the first paragraph of
16 section 5.2(b) above shall be treated during the 14-day period for designation as if
17 it had been designated “HIGHLY CONFIDENTIAL” in its entirety. After the
18 expiration of that period or as of such earlier time that such transcript is designated,
19 the transcript shall be treated only as actually designated.

20 (c) for information produced in some form other than documentary and for
21 any other tangible items, that the Producing Party affix in a prominent place on the
22 exterior of the container or containers in which the information or item is stored
23 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a
24 portion or portions of the information or item warrant protection, the Producing
25 Party, to the extent practicable, shall identify the protected portion(s) and specify
26 the level of protection being asserted.

5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3. Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Designating Party will have seven (7) days from the date of the meet and confer to seek relief from the Court, unless superseded by the applicable discovery dispute resolution procedures of any Judge or Magistrate Judge presiding over such dispute. If relief is not sought from the Court within that time, the objection shall be deemed withdrawn.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation by failing to seek a telephone conference with the Court to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it

1 is entitled under the Producing Party's designation until the Court rules on the
2 challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

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5 7.1. Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under
9 the conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of section 13, below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
16 otherwise ordered by the court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as
20 well as employees of said Outside Counsel of Record to whom it is reasonably
21 necessary to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for this Action and
24 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (d) the court and its personnel;
2 (e) court reporters and their staff,
3 (f) professional jury or trial consultants, including mock jurors and
4 Professional Vendors to whom disclosure is reasonably necessary for this Action
5 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
6 A);

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary, provided: (1) the deposing
11 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
12 they will not be permitted to keep any confidential information unless they sign the
13 “Acknowledgment and Agreement to be Bound” (Exhibit A), unless otherwise
14 agreed to by the Designating Party or ordered by the court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material must
16 be separately bound by the court reporter and may not be disclosed to anyone
17 except as permitted under this Stipulated Protective Order;

18 (i) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 7.3. Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.
21 Unless otherwise ordered by the court or permitted in writing by the Designating
22 Party, a Receiving Party may disclose any information or item designated
23 “HIGHLY CONFIDENTIAL” only to:

24 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably
26 necessary to disclose the information for this litigation;
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(b) Minka Company Designee who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit B);

(c) Vaxcel Company Designee who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit B);

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in Paragraph 7.4(a), below, have been followed;

(c) the Court and its personnel;

(d) court reporters and their staff,

(e) professional jury or trial consultants including mock jurors who have signed a confidentiality agreement, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.4. Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL” Information or Items to Experts.

(a) Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL” pursuant to Paragraphs 7.3 and 7.4 first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and

1 the city and state of his or her primary residence, (3) attaches a copy of the
2 Expert's current resume, (4) identifies the Expert's current employer(s), (5)
3 identifies each person or entity from whom the Expert has received compensation
4 or funding for work in his or her areas of expertise or to whom the Expert has
5 provided professional services, including in connection with a litigation, at any
6 time during the preceding five years and the party to the litigation for whom such
7 work was done, (6) identifies (by name and number of the case, filing date, and
8 location of court) any litigation in connection with which the Expert has offered
9 expert testimony, including through a declaration, report, or testimony at a
10 deposition or trial, during the preceding five years, and (7) identifies any patents or
11 patent applications in which the Expert is identified as an inventor or applicant, is
12 involved in prosecuting or maintaining, or has any pecuniary interest. With regard
13 to the information sought through part (5) of this disclosure, if the Expert believes
14 any of this information is subject to a confidentiality obligation to a third party,
15 then the Expert should provide whatever information the Expert believes can be
16 disclosed without violating any confidentiality agreements, and the Party seeking
17 to disclose to the Expert shall be available to meet and confer with the Designating
18 Party regarding any such engagement.

19 (b) A Party that makes a request and provides the information specified in
20 the preceding respective paragraphs may disclose the subject Protected Material to
21 the identified Expert unless, within seven days of delivering the request (the
22 "Objection Period"), the Party receives a written objection from the Designating
23 Party. Any such objection must set forth in detail the grounds on which it is based.
24 The Parties shall work in good faith to agree to longer or shorter Objection Periods
25 if deadlines in the case so require. For the avoidance of doubt, absent written
26 consent of the Designating Party, the Party may not share Protected Material with
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1 the identified Expert until either the expiration of the Objection Period without
2 written objection or until the Court resolves the objection.

3 (c) A Party that receives a timely written objection must meet and confer
4 with the Designating Party (through direct voice to voice dialogue) to try to resolve
5 the matter by agreement within seven days of the written objection. If the dispute is
6 not resolved, the Party objecting to the disclosure will have seven (7) days from the
7 date of the meet and confer to seek relief from the Court, unless superseded by the
8 applicable discovery dispute resolution procedures of any Judge or Magistrate
9 Judge presiding over such dispute. If relief is not sought from the Court within that
10 time, the objection shall be deemed withdrawn.

11 In any such proceeding, the Party opposing disclosure to the Expert shall
12 bear the burden of proving that the risk of harm that the disclosure would entail
13 (under the safeguards proposed) outweighs the Receiving Party's need to disclose
14 the Protected Material to its Expert.

15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
16 IN OTHER LITIGATION

17 8.1. If a Party is served with a subpoena or a court order issued in other
18 litigation that compels disclosure of any information or items designated in this
19 Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification
21 shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or order
23 to issue in the other litigation that some or all of the material covered by the
24 subpoena or order is subject to this Protective Order. Such notification shall
25 include a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued
27 by the Designating Party whose Protected Material may be affected.
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1 If the Designating Party timely seeks a protective order, the Party served
2 with the subpoena or court order shall not produce any information designated in
3 this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a
4 determination by the court from which the subpoena or order issued, unless the
5 Party has obtained the Designating Party’s permission. The Designating Party shall
6 bear the burden and expense of seeking protection in that court of its confidential
7 material and nothing in these provisions should be construed as authorizing or
8 encouraging a Receiving Party in this Action to disobey a lawful directive from
9 another court.

10 8.2. The provisions set forth herein are not intended to, and do not, restrict
11 in any way the procedures set forth in Federal Rule of Civil Procedure 45(d)(3) or
12 (f).

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL.” Such information produced by Non-Parties in connection
18 with this litigation is protected by the remedies and relief provided by this Order.
19 Nothing in these provisions should be construed as prohibiting a Non-Party from
20 seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the Party is
23 subject to an agreement with the Non-Party not to produce the Non-Party’s
24 confidential information, then the Party shall:

- 25 1. promptly notify in writing the Requesting Party and the Non-
26 Party that some or all of the information requested is subject to a
27 confidentiality agreement with a Non-Party; and
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2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested.

3. make the information requested available for inspection by the Non-Party, if requested.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL.

When a Producing Party gives notice to Receiving Parties that certain produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). A Producing Party may assert privilege or protection over produced documents by notifying the Receiving Party in writing of the assertion of privilege or protection as soon as reasonably practicable after learning of the inadvertent disclosure. In addition, information that contains privileged matter or attorney work product shall be returned or destroyed immediately by the Receiving Party if such information appears on its face to have been inadvertently produced

1 or if requested. After being notified, a Receiving Party must promptly return or
2 destroy the specified information until the claim is resolved.

3 Pursuant to Federal Rule of Evidence 502(d) and (e), the production of a
4 privileged or work-product-protected document is not a waiver of privilege or
5 protection from discovery in this case or in any other federal or state proceeding.
6 For example, the mere production of privilege or work-product-protected
7 documents in this case as part of a mass production is not itself a waiver in this
8 case or any other federal or state proceeding.

9 12. MISCELLANEOUS

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11 12.1. Right to Further Relief. Nothing in this Order abridges the right of any
12 person to seek its modification by the Court in the future.

13 12.2. Right to Assert Other Objections. By stipulating to the entry of this
14 Protective Order no Party waives any right it otherwise would have to object to
15 disclosing or producing any information or item on any ground not addressed in
16 this Stipulated Protective Order. Similarly, no Party waives any right to object on
17 any ground to use in evidence of any of the material covered by this Protective
18 Order.

19 12.3. Filing Protected Material. A party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5.

21 12.4. Privilege Logs. No Party is required to create a privilege log, but if
22 created, no document or communication dated after the filing of the Complaint will
23 be required to be logged. The parties shall exchange their respective privilege logs
24 at a time to be agreed upon by the parties following the production of documents,
25 or as otherwise ordered by the Court.

1 12.5. Computation of time. The computation of any period of time
2 prescribed or allowed by this Order shall be governed by the provisions for
3 computing time set forth in Federal Rule of Civil Procedure 6.

4 13. FINAL DISPOSITION

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6 13.1. Final disposition shall be deemed to be the later of (1) dismissal of all
7 claims and defenses in this Action, with or without prejudice; and (2) final
8 judgment herein after the completion and exhaustion of all appeals, rehearings,
9 remands, trials, or reviews of this action, including the time limits for filing any
10 motions or applications for extension of time pursuant to applicable law and the
11 time limits for filing a petition for writ of certiorari to the Supreme Court of the
12 United States if applicable.

13 13.2. Within 60 days after the final disposition of this Action, as defined
14 herein, each Receiving Party must return all Protected Material to the Producing
15 Party or destroy such material. As used in this subdivision, “all Protected Material”
16 includes all copies, abstracts, compilations, summaries, and any other format
17 reproducing or capturing any of the Protected Material. Whether the Protected
18 Material is returned or destroyed, the Receiving Party must submit a written
19 certification to the Producing Party (and, if not the same person or entity, to the
20 Designating Party) by the 60-day deadline that (1) identifies (by category, where
21 appropriate) all the Protected Material that was returned or destroyed and (2)
22 affirms that the Receiving Party has not retained any copies, abstracts,
23 compilations, summaries or any other format reproducing or capturing any of the
24 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
25 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
26 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
27 reports, attorney work product, and consultant and expert work product, even if
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1 such materials contain Protected Material. Any such archival copies that contain or
2 constitute Protected Material remain subject to this Protective Order as set forth in
3 Paragraph 4 (DURATION).

4 14. Violation of this Order. Any violation of this Order may be punished
5 by any and all appropriate measures, including, without limitation, contempt
6 proceedings and/or monetary sanctions.
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9 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.
10

11 **FISHERBROYLES LLP**
12

13 /s/Adriana Cara
14 Richard M. Lehrer
Email: richard.lehrer@fisherbroyles.com

15 R. Mark Halligan
Email: rmarkhalligan@fisherbroyles.com

16 Bryan D. Pollard
Email: bryan.pollard@fisherbroyles.com

17
18 Adriana Cara
Email: adriana.cara@fisherbroyles.com

19 Attorneys for Plaintiff Vaxcel
20 International Co., Ltd.

21 Dated: July 12, 2019
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1 **SEYFARTH SHAW, LLP**

2
3 /s/Myall S. Hawkins

4 Lisa H. Meyerhoff

5 Email: Lisa.Meyerhoff@seyfarth.com

6 Myall S. Hawkins

7 Email: Myall.Hawkins@seyfarth.com

8 Attorneys for Defendant

9 MINKA LIGHTING, INC.

10 Dated July 12, 2019

11
12 **STREAM KIM HICKS WRAGE & ALFARO, P.C.**

13 /s/Mario Alfaro

14 Theodore K. Stream

15 Email: Ted.Stream@streamkim.com

16 Mario H. Alfaro


17 Email: Mario.Alfaro@streamkim.com

18 Attorneys for Defendant

19 MINKA LIGHTING, INC.

20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21
22
23 Dated: July 15, 2019



24 HON. SHASHI H. KEWALRAMANI
25 United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

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4 I, _____, [print or type
5 **full name**], of [print or type **full address**], declare under penalty of
6 perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the
8 Central District of California on [date] in the consolidated cases of
9 *Vaxcel International Co., Ltd. v. Minka Lighting, Inc.*, Case No. 5:18-cv-01484-
10 GW (SHKx) and *Vaxcel International Co., Ltd. v. Minka Lighting, Inc.*, Case No.
11 5:18-cv-02549-GW (SHKx) (collectively “the Action”). I agree to comply with
12 and to be bound by all the terms of this Stipulated Protective Order and I
13 understand and acknowledge that failure to so comply could expose me to
14 sanctions and punishment in the nature of contempt. I solemnly promise that I
15 will not disclose in any manner any information or item that is subject to this
16 Stipulated Protective Order to any person or entity except in strict compliance
17 with the provisions of this Order. I further agree to submit to the jurisdiction of the
18 United States District Court for the Central District of California for the
19 purpose of enforcing the terms of this Stipulated Protective Order, even if
20 such enforcement proceedings occur after termination of this Action. I hereby
21 appoint _____ [print or type **full name**] of _____
22 _____ [print or type **full address and telephone number**] as
23 my California agent for service of process in connection with this Action or
24 any proceedings related to enforcement of this Stipulated Protective Order.

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1 Date: _____

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3 City and State Where Sworn or Signed: _____

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5 Printed Name: _____

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7 Signature: _____

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ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____[print or type full name] , as a [Company] Designee residing at _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *Vaxcel International Co., Ltd. v. Minka Lighting, Inc.*, Case No. 5:18-cv-01484-GW (SHKx) and *Vaxcel International Co., Ltd. v. Minka Lighting, Inc.*, Case No. 5:18-cv-02549-GW (SHKx).

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree that I will not download, print, photograph, and/or store on any electronic medium any HIGHLY CONFIDENTIAL information received from the Producing Party. The storage of information is intentionally broad to include, external/internal hard drives or devices, screen captures, photographing or any other manner or means.

I further agree that that I will not discuss my review of HIGHLY CONFIDENTIAL information with any individual not specifically identified in Paragraph 7.3 as a Receiving Party for HIGHLY CONFIDENTIAL information. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

1 I hereby appoint [California Licensed Counsel who have made an appearance in this case
2 for the Receiving Party], [Address], [Phone] as my California agent for service of process
3 in connection with this action or any proceedings related to enforcement of this
4 Stipulated Protective Order.

5 Date: _____ Printed Name: _____

6 City and State where sworn and
7 signed: _____ Signature: _____